



Rutherford County Government and Board of Education

Broker of Record/Consultant: Employee Health and Welfare Benefits

Request for Proposal

Proposals Must Be Received NO LATER THAN 4:00 P.M. CST on September 18, 2018

Submit Proposals to:

Rutherford County Government
Broker of Record/Consultant Bid
Attention: Vicki Taylor
Office of the Mayor, 1 Public Square, Suite 101 Courthouse
Murfreesboro, TN 37130

Please submit four (4) typewritten paper copies, and one (1) electronic copy by CD. All bids submitted by the deadline will be opened by the Purchasing Committee at 4:30 PM on September 18, 2018 in room 205 of the Historic Courthouse. Coverage is to be effective 12:01 AM March 1, 2019.

LATE BIDS WILL NOT BE ACCEPTED

In no event shall the deadline for submission of the proposals be changed except by written modification from the Rutherford County Purchasing Committee.

Request for Proposals

Broker of Record/Consultant: Employee Health and Welfare Benefits

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SECTION 1: Overview

Rutherford County Government and Board of Education (herein as may be referenced as “County”) is seeking proposals for a Broker of Record/Consultant for the county’s Health and Welfare benefits offered to employees. Interested and qualified brokers/consultants must have demonstrable ability and recent experience with a municipality or private sector employer having 2,500 employee lives, minimum, to be considered. The County is only interested in brokers/consultants wishing to be considered for all services requested in the RFP.

The group products for which Broker of Record/ Consultant services are being sought include Life and AD&D, Flexible Spending Accounts, COBRA, Short-term Disability, Long-term Disability and Voluntary Insurance Plans.

The successful bidder will also be expected to provide consultant services for the employee and retiree Medical, Dental, Vision, Pharmacy, Stop-loss, Employee Assistance Program, On-site and Near-site medical clinics and wellness initiatives. Currently, the County has a direct relationship with the Carrier (Cigna) for Medical, Dental, Vision, Pharmacy and Stop-loss. The EAP program and employee medical clinics are directly contracted with LifeServices. Any compensation arrangement proposed must continue to demonstrate that the products and programs outlined in this paragraph will be net of commission.

The contracted services are to begin March 1, 2019 and should be written on a three (3) year term with the right to extend in additional one (1) year terms as decided by the County.

All inquiries as to procedure, supplemental information, and other requests should be submitted in writing and referred to the person designated below at Rutherford County Government:

Melissa Street, Risk Management Director
303 N. Church Street, Suite 100
Murfreesboro, TN 37167
mstreet@rutherfordcountyttn.gov

SECTION 2: RFP Timeline

RFP Release	August 28, 2018 at 10am
Letter of Intent Due Date	September 7, 2018
Last Date for Questions to County	September 11, 2018
Proposal Deadline	September 18, 2018 (No later than 4:00 pm CST)
Interviews with Finalist	October 9 – 10, 2018
Risk Management Meeting Presentation	November 15, 2018
Budget and Finance Meeting	December 6, 2018
County Commission Meeting	December 13, 2018
Effective Date	March 1, 2019

This timetable is for the information of submitting entities. Project constraints, including interviews with submitting entities, may cause these dates to change.

In no event shall the deadline for submission of the proposals be changed except by written modification from the Rutherford County Purchasing Committee.

SECTION 3: BACKGROUND

There are approximately 6,000 employees, 500 retirees and over 150 COBRA eligible participants in the Rutherford County medical plan. The County is in their sixth year of their wellness program. On-site and near-site clinics are also available to medical plan participants and their dependents. The clinics are currently operated by Premise Health. The County uses ADP Workforce Now for their benefit platform.

The enrollment period for active employees is typically the last two weeks of October with retirees following thereafter. Premium rates for the upcoming calendar year are set in the March timeframe, annually. Initial presentation to the Risk Management Committee regarding upcoming premiums must occur in March in order to meet the May timeframe through the multiple committees as required.

Rutherford Information regarding Rutherford County Government can be obtained at its website, <http://www.rutherfordcountyttn.gov/rm>

Current benefits offer and the respective carrier are as follows:

Medical, Dental, Vision, Prescription Drugs- CIGNA (expires 6/30/20)
Stop-loss – CIGNA (expires 6/30/20)
Life and AD&D – The Standard (expires 12/31/20)
Flexible Spending Accounts - WageWorks (Initial term expires 12/31/18, renewed for an additional year)
COBRA- Cigna (expires 12/31/21)
Voluntary Insurance Plans- MetLife (effective 1/1/19 and expires 12/31/21)
Employee Assistance Program- LifeServices (expires 5/31/20)
STD and LTD- CIGNA (expires 12/31/20)
Health Clinics – Premise Health (expires 8/31/20)

Willis Towers Watson is currently the Broker for Rutherford County. While the County is not dissatisfied with our current services, it is incumbent upon us to be certain we are getting the most competitive price for the services rendered.

As part of the services provided to the County, the Broker provides for design and fulfillment of the annual enrollment mailers to include postcards, enrollment materials and other communications as deemed necessary. The county requires for these services to be included by any bidder. The use of a professional communications company by the Broker, to assist with the content and design of these mailings, is preferred.

SECTION 4: GENERAL CONDITIONS

4.1 During the evaluation process, Rutherford County Government and Board of Education reserves the right, where it may serve the County's best interest, to request additional information or clarifications from bidders, or to allow corrections of errors or omissions. At the discretion of the county, brokers/consultants submitting a proposal may be requested to make oral presentations as part of the evaluation process. The low bid may not necessarily be considered the best proposal.

4.2 This material contains general conditions for the procurement process, the scope of service requested; contract requirements; instructions for submissions of Proposals; and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of Rutherford County. To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a contract is awarded. No information about any submission of Proposals shall be released until the process is complete. All information provided shall be considered in making a recommendation to enter into an agreement with the selected vendor. Information may not be used for any reason other than for completion of the RFP.

4.4 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Risk Management Director by the close of the business day on September 11, 2018**. Questions can be submitted by letter, or email, to mstreet@rutherfordcountyttn.gov. Rutherford County is not responsible for oral interpretations given by any Rutherford County employee, representative, or others.

4.5 Rutherford County reserves the right to (a) accept or reject any and/or all submissions of Proposals; (b) to waive irregularities and technicalities; and (c) accept any alternative submission of Proposals presented which in its opinion, would best serve the interests of Rutherford County (d) to negotiate terms and conditions. The County reserves the right to cancel this RFP at any time. Rutherford County shall be the sole judge of the Proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. Rutherford County also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information Rutherford County deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements certified by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.6 All proposals must include a Fee Proposal, signed Certificate of Non-Discrimination form, signed Sub-Recipient Title VI Assurance letter typed on the official letterhead of the submitting vendor and a completed Compliance Form. **Failure to complete any of these forms will result in your bid not being accepted by the purchasing committee. Indicating "Not Applicable" or any variation thereof will also result in your bid being rejected by the purchasing committee.**

4.7 All expenses for making submission of Proposals shall be borne by submitting entity.

4.8 It is important for each Proposer to become familiar with each paragraph within the RFP, as these paragraphs will prevail in the event of any discrepancies or differences between project related or contractual documents. The

Proposer must clearly and specifically detail all exceptions to the RFP on a separate sheet of paper, specifically enumerating the specific clauses that the Broker/Consultant wishes to amend or delete and suggest alternative services or wording.

4.9 Although the specifications stated in the RFP represent the County's anticipated needs, there may be instances where it is in County's interest to permit exceptions to specifications and accept alternatives.

4.10 It is extremely important that the proposing Broker/Consultant make very clear where exceptions are taken to the specifications and how alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provisions of County's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the proposal response. If the proposing Broker/Consultant does not make clear that an exception is being taken, the County will assume the proposal response is responding to and will meet the specification as written.

4.11 Any minimum terms that County will have to agree to in order to enter into a contract with the proposing Broker/Consultant and any item the proposing Broker/Consultant considers to be a mandatory term must be submitted with the RFP response and clearly noted as a minimum term or mandatory term.

4.12 The Broker/Consultant that is recommended by the Risk Management Committee for the business shall submit a written action-plan and timetable for assuming responsibilities to the County within thirty (30) days from the date of the Risk Management Committee meeting held on November 15, 2018.

4.13 The Broker/Consultant who is selected must be recognized as a Broker for the Benefit Carriers used by the County.

4.14 The Broker/Consultant who is selected must provide for the procurement and fulfillment cost associated, including mailing material to the home address of all eligible employees, with the annual enrollment communication materials used by the County. These materials include, but is not limited to, postcards, mini-guides and full enrollment guides, presentation materials and videos. The use of a professional communications company by the Broker, to assist with the content and design, is preferred. The County reserves the right to final design approval and communication strategy.

4.15 Any contract awarded, once executed, may be terminated by mutual consent of both parties or by the County at its discretion with a 30 days' written notice.

SECTION 5: SCOPE OF SERVICES

At a minimum, the County needs professional information, advice and evaluative services for the next three years for its health insurance programs. Such services shall advance the County's commitment to competitive employee benefits and address its need for cost containment and cost reduction strategies in the context of its total employee compensation system. The County has identified certain specific needs and goals below, and the bid submittal should provide information regarding expertise in these areas. However, the County recognizes that other aspects of its employee benefit programs may also require or benefit from study and review. Accordingly, the scope of services expected from the selected broker/consultant may not be limited to the identified items. The selected service provider will need industry experience, comprehensive data and financial modeling systems, and legal knowledge of the specified areas.

5.1 Health Insurance

- Health care reform (PPACA) – Timely analysis of law, regulations and compliance alternatives
- Actuarial analyses of networks and contracts
- Advise of market trends and like business trends in Tennessee municipalities
- Utilization disruption analysis for changes in health benefit plan network
- Review of SPD's and SBC's for accuracy
- Annual plan renewals and amendments
- Dependent verification
- Spouse eligibility verification
- Pharmacy Benefits Manager (PBM) analysis of transparency and rebates
- Assist in the development of annual plan premiums and budget projections on future cost of the benefit programs.
- Analysis of Plan Design Options
- Conduct open enrollment meetings as determined by the County, including meetings on Saturday's and webinar options for employees.
- Analysis of Retiree (pre-Medicare and Medicare) Benefits and Plan Design Options
- Analysis of cost and benefits of on-site and near site clinics
- Analysis of goals for auxiliary insured benefits offered (life, dental, vision, long and short-term disability)
- Analysis of Stop Loss (Reinsurance)
- Attend meetings as requested to provide expert guidance and discussion of plans
- Provide research and timely responses to technical benefits questions posed by the County
- Provide analysis for leave absence management

5.2 Vendor Procurements

- Assist the Director of Risk Management in the development and fulfillment of Request for Proposals
- Approach insurance marketplace on behalf of County
- Analyze insurer proposals with respect to cost, coverage and stability of insurers
- Review proposals received from insurance companies for conformance with specifications and present quotations to the Risk Management Director, and others as requested, in a spreadsheet format detailing and comparing coverage, forms and pricing.
- Health Benefits Plan (Network, TPA, Carrier, Stop Loss and Private Exchanges)
- Pharmacy Benefits Manager (PBM)
- Ancillary benefits providers (Life, Long and Short-Term Disability, Vision, EAP, Wellness, COBRA, FSA\DCA)
- Negotiate on behalf of the County

5.3 Consumerism and Wellness

The County's wellness program, Smart Steps, currently includes testing, analysis, coaching and on-site wellness programs. The County needs a consultant who can actively work with its providers to increase participation through plan design and incentives in a manner compliant with PPACA. The County is looking for a long-term strategic plan that will integrate and maximize benefits to employees and covered lives while containing costs for the:

- Health benefit plan
- Wellness plan
- HRA and
- Flexible benefits

CONFIRM UNDERSTANDING AND AGREEMENT TO THE GENERAL CONDITIONS AND SCOPE OF SERVICES OUTLINED ABOVE BY SIGNATURE OF OFFICER FOR SUBMITTING COMPANY.

PRINTED NAME: _____ **TITLE:** _____

SIGNATURE: _____

SECTION 6: PROPOSAL

The purpose of the Proposal is to demonstrate the qualifications, service level, cost of services, competency and capacity of the firms seeking to become the broker of record/consultant for Rutherford County. The proposal should address all the points outlined here as required in a document no longer than 50 pages (including any sample reporting or other marketing materials included in response).

1. Firm name, address and contact information.
2. Telephone, Facsimile and Internet address.
3. Type of firm; individual, partnership corporation or subsidiary.
4. Organizational structure of the firm; history, including number of years in existence.
5. Describe the ability of your firm to provide service to the County.
6. Names and titles of all principals/officers of the firm (name, title, phone numbers).
7. List applicable certifications and licenses; include a copy of Errors and Omissions Insurance Certificate.
8. The number of years your firm has provided insured employee benefits services.
9. Indicate the number of clients you currently serve in the public sector and the number of public sector clients you have served in the last three years.
10. Provide the names of at least three employers for whom your firm has provided similar services within the past three years. These references must include at least one client with 2,500 employee lives or more. List the number of employees for each. Please include the contact person and phone number of each organization. (Stating that references will be provided upon notification of finalist selection is prohibited and may impact the review of your submission.)
11. Describe the responsibility, experience and qualifications of comprised account service team members and the address of the location from which they work.

12. Describe your firm's resources or methods to provide education on legal, regulatory changes and market trends.
13. If you publish newsletters and other informative publications that are routinely provided to your clients, please provide sample copies from calendar year 2017.
14. If you conduct seminars, webinars, or provide other educational opportunities for your clients, provide a list and description of the programs offered during calendar year 2017.
15. Describe the resources your firm has available in the area of developing technical employee benefit communications. If this service is outsourced, please provide the name of the firm used and their web address.
16. Outline your firm's ability to provide expertise and experience in the area of wellness program design.
17. Outline your firm's ability to provide expertise and experience in the area of health benefit plan analysis and design.
18. Provide samples of any client reporting you will provide to Rutherford County.
19. Describe your firm's resources available to provide actuarial analysis, rate determinations, plan savings and other financial analysis as requested.
20. Describe the exceptional, value-added features of your proposal.
21. Please describe any additional services not previously mentioned in this RFP that will be available to Rutherford County.

SECTION 7: FEE INFORMATION

Payment of services outlined in this RFP will be derived from Carrier payments based on the arrangement the broker/consultant has with the Carrier. The County will not contribute directly towards any fees for services. Any compensation arrangement proposed must continue to demonstrate that the products and programs outlined in the Overview as net of commission will continue with such arrangement. The fee proposed must be inclusive of all services as requested in the RFP.

1. Describe your method of compensation for your services. A three-year rate guarantee is preferred. If your fees will increase over the course of the three year period, please clearly define this information.
2. If you are compensated on a fee basis, please provide your fee structure.
3. If you are compensated on a commission basis, provide your fee structure, including percentage of commission.

4. If compensated on a commission basis will your firm also receive additional “overrides” and/or “incentives” from any carrier or other provider?

SECTION 8: CONTRACT REQUIREMENTS

8.1 Submitting entities must be willing to sign a contract with the County which will include certain provisions, among which are the following:

The contract shall consist of (1) the RFP; (2) the Proposals submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted Proposals, the contract will prevail.

8.2 The contract will be administered by Rutherford County Department of Risk Management Office.

8.3 The relationship of contractor to Rutherford County will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of Rutherford County.

8.4 The contractor shall not assign or transfer any interest in this contract without prior written consent of Rutherford County.

8.5 The successful proposer will be required to sign a contract with Rutherford County which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in Rutherford County moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless Rutherford County Government, its officers, employees and agents from any and all liabilities which may accrue against Rutherford County, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold Rutherford County harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against Rutherford County alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of Rutherford County; and Contractor shall assume and take over the defense of Rutherford County in any such claim, demand, suit, or cause of action upon written notice and demand for same by Rutherford County. Contractor will have the right to defend Rutherford County with counsel of its choice that is satisfactory to Rutherford County, and Rutherford County will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of Rutherford County, such consent not to be unreasonably withheld or delayed. Rutherford County shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold Rutherford County harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Rutherford County alleging liability referenced above.

8.6 The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

8.7 Rutherford County may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

8.8 If Rutherford County terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from Rutherford County, and Rutherford County shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

8.9 Rutherford County may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, Rutherford County may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

8.10 When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish Rutherford County with properly executed certificates of insurance which shall clearly evidence all insurance required by Rutherford County. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes Rutherford County, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Rutherford County, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering Rutherford County, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of Rutherford County, dedicated limits of liability for this specific project may be required.

- B. **Medical Malpractice Insurance.** Contractor shall maintain medical malpractice insurance for the organization and all appropriate staff of not less than \$1,000,000 per incident and \$3,000,000 aggregate.

- C. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Rutherford County, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- D. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of Rutherford County.
- E. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish Rutherford County with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Rutherford County Risk Management, 303 N. Church Street, Suite 201, Murfreesboro, TN 37130.
 - Provide certified copies of endorsements and policies if requested by Rutherford County in lieu of or in addition to certificates of insurance.
 - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Rutherford County as a material breach of contract.
 - Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to Rutherford County.
 - Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to Rutherford County without expense immediately upon request.
 - Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Rutherford County prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial solvency.
 - The insurer shall agree to waive all rights of subrogation against Rutherford County, its officers, officials, and employees for losses arising from work performed by Contractor for Rutherford County.
 - All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by Rutherford County.

8.11 Additional insurance may be required. Rutherford County, its officials, officers, employees, and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by Rutherford County will apply in excess of, and not contribute with, the insurance required. Required

insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage until after thirty days written notice has been given to Rutherford County Director of Risk Management.

8.12 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

8.13 The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure. Before a contract is signed by Rutherford County, the submitting entity, if selected, **must** provide the County Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform Rutherford County of changes in its business name or location.

8.14 Please provide a sample contract for review with your bid submission.

*** CONFIRM UNDERSTANDING AND AGREEMENT TO THE CONTRACT REQUIREMENTS
OUTLINED ABOVE AS NOTED BY SIGNATURE OF OFFICER FOR SUBMITTING COMPANY.**

PRINTED NAME: _____ **TITLE:** _____
SIGNATURE: _____

(to be placed on company letterhead)

Rutherford County Government and Board of Education

Broker of Record/Consultant

Intent to Bid Submission Form

Name of Company:

Name of Authorized Person:

Signature of Authorized Person:

Title:

Phone Number:

Email:

FEE PROPOSAL

To be placed in front left hand pocket of bid submission for ease of location.

Please provide your aggregated annual fees below:

Year 1	\$
Year 2	\$
Year 3	\$
Total three-year fees	\$

Should Rutherford County choose to extend the contract after the initial three-year period, are you willing to cap your increase for Years 4 and 5? If so, please indicate below what increase you will apply.

Year 4: _____ %

Year 5: _____ %

(to be placed on company letterhead)

Sub-Recipient

Title VI Assurance

(Sub-Recipient's Name) assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from Rutherford County Government.

(Sub-Recipient's Name) further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

In the event **(Sub-Recipient's Name)** distributes Federal Assistance to a consultant, contractor, or subcontractor and other participants, **(Sub-Recipient's Name)** will include Title VI language in all written agreements and will monitor the consultant, contractor, or subcontractor and other participants for compliance. The **(Sub-Recipient's Name)** Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by 23 CFR 200 and 49 CFR 21.

As required by the contractual agreement, **(Sub-Recipient's Name)** will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs of Rutherford County Government.

Administrative Head

Date

Title VI Coordinator

Date

Rutherford County Contracts

CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on Rutherford County Project, Medical, Pharmacy, Dental and Vision Administration and Stop Loss Protection RFP, the undersigned states that he/she does not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin, or sex and if awarded a contract for this project, agrees in performance of work:

1. Not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin, or sex; and
2. To maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by Rutherford County;
3. Require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier subcontractors.

Contractor's Name: _____ Date: _____

Signature: _____ Title: _____

(to be placed on company letterhead)

Letter of Compliance for Rutherford County Board of Education
TCA 49-5-413.

By signing below, the bidder agrees to the following:

The bidder shall strictly follow the provisions of TCA 49-5-413.

TCA 49-5-413 states that:

1. Any person, corporation or other entity who enters into or renews a contract with a local board of education or child care program as defined in § 49-1-1-1102 on or after the effective date of this act shall be required to comply with the provisions of this subsection if the contract requires:
 - a. The person or an employee of the person, corporation or other entity to have direct contact with school children or to children in a child care program; or
 - b. The person or employee access to the grounds of a school or child care center when children are present
 - c. It is the duty of the person, corporation or other entity who employs a person described in subdivision (1) to require such applicant to supply a fingerprint sample and submit a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds.
2. Letter of Compliance to RCS for the TCA 49-5-413.

Contractor's Name: _____ Date: _____

Signature: _____ Title: _____